

Parcel ID#:

**DECLARATION OF COVENANTS
INSPECTION/MAINTENANCE OF STORMWATER MANAGEMENT FACILITY**

THIS DECLARATION, made this _____ day of _____, 20____, between _____, hereinafter referred to as the "COVENANTOR(S)", owner(s) of the following property:

_____,
and Montgomery County, Maryland, hereinafter referred to as the "COUNTY."

WITNESSETH:

We, the COVENANTOR(S), with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interest in the property described above, do hereby covenant with the COUNTY as follows:

1. The COVENANTOR(S) shall provide all maintenance for the stormwater management facility, hereinafter referred to as the "FACILITY," located on and serving the above-described property to ensure that the FACILITY is and remains in proper working condition in accordance with approved design standards, with the law, and applicable executive regulations.
2. If necessary, the COVENANTOR(S) shall levy regular or special assessments against all present or subsequent owners of property served by the FACILITY to ensure that the FACILITY is properly maintained.
3. The COVENANTOR(S) shall provide and maintain perpetual access from public rights-of-way to the FACILITY for the COUNTY, its agent and its contractor.
4. The COVENANTOR(S) shall grant the COUNTY, its agent and its contractor a right of entry to the FACILITY for the purpose of inspecting, operating, monitoring, installing, constructing, reconstructing, modifying, altering or repairing the FACILITY.
5. If, after reasonable notice by the COUNTY, the COVENANTOR(S) shall fail to maintain the FACILITY in accordance with the approved design standards and with the law and applicable executive regulations, the COUNTY may perform all necessary repair and maintenance work, and the COUNTY may assess the COVENANTOR(S) and/or all owners of property served by the FACILITY for the cost of the work and any applicable penalties. Said assessment shall be a lien against all properties served by the FACILITY and may be placed on the property tax bills of said properties and collected as ordinary taxes by the COUNTY.
6. The COVENANTOR(S) shall indemnify and save the COUNTY harmless from any and all claims for damages to persons or property arising from the installation, construction, maintenance, repair, operation or use of the FACILITY.

7. The COVENANTOR(S) shall promptly notify the COUNTY when the COVENANTOR(S) legally transfers any of the COVENANTOR(S) responsibilities for the FACILITY. The COVENANTOR(S) shall supply the COUNTY with a copy of any document of transfer, executed by both parties.

8. The covenants contained herein shall run with the land and shall bind the COVENANTOR(S) and the COVENANTOR(S) heirs, executors, administrators, successors and assignees, and shall bind all present and subsequent owners of property served by the FACILITY.

9. This COVENANT shall be recorded in the County Land.

IN WITNESS WHEREOF, the COVENANTOR(S) have executed this DECLARATION OF COVENANTS as of this _____ day of _____, 20____.

ATTEST:

FOR THE COVENANTORS:

Signature

Signature

Print Name

Print Name

STATE OF

COUNTY OF

: ss:

I hereby certify that on this _____ day of _____, 19____, before the subscriber, a Notary Public of the State of _____, and for the County of _____ aforesaid personally appeared _____ and did acknowledge the foregoing instrument to be (his) (their) act. **IN TESTIMONY WHEREOF**, I have affixed my official seal.

NOTARY PUBLIC

My Commission Expires

INFORMATION FOR RECORDING:

Parcel I.D. No.:

Record Legal Desc(ription):

Street Address of Parcel:

Names and Address of Parties to
Instrument and Their Interest

Covenantor(s):

County: Montgomery County, Maryland
255 Rockville Pike, 2nd Floor
Rockville, Maryland 20850

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